

**EXECUTIVE SUMMARY**  
**of**  
**ALLTEL Communications, Inc.**  
**Adoption of The Other Phone Company Resale Agreement**

<b>Agreement Effective Date: 7/30/99</b>	<b>Agreement Expiration Date: 3/18/00</b>
<b>Negotiator: Ida Bourne</b>	<b>Negotiator Tel No: (404) 927-7511</b>
<b>Location of Executive Summary:</b> <b>t:\hendrix\morrison\contracts\bourne\alltel</b>	<b>Location of Agreement and Amendment(s):</b> <b>t:\hendrix\morrison\contracts\bourne\alltel</b>

Please be advised that the above named CLEC has adopted The Other Phone Company Resale Agreement in its entirety. Based on the ruling issued by the United States Court of Appeals for the Eighth Circuit, filed July 18, 1997, a CLEC who chooses to adopt another CLEC's agreement must adopt the agreement in its entirety. Therefore, **THERE CAN BE NO DEVIATIONS**. Also, the term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

## AGREEMENT

This Agreement, which shall become effective as of the date of signature by both parties is entered into by and between ALLTEL Communications, Inc., ("ALLTEL Communications"), a Delaware corporation, on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement; and

**WHEREAS**, ALLTEL Communications has requested that BellSouth make available the resale agreement in its entirety executed between BellSouth and The Other Phone Company dated March 19, 1998, for the state(s) of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, ALLTEL Communications and BellSouth hereby agree as follows:

1. ALLTEL Communications and BellSouth shall adopt in its entirety The Other Phone Company Resale Agreement dated March 19, 1998, and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement, as shown below. The Other Phone Company Resale Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	4
Exhibit 1	15
TOTAL	19

2. The Parties further agree that this adoption agreement shall supercede previous resale arrangements between the parties in the state of North Carolina.

3. In the event that ALLTEL Communications consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of ALLTEL Communications under this Agreement.

4. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in sections I.A of the The Other Phone Company Resale Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section I.A of the The Other Phone Company Resale Agreement, the effective date shall be March 19, 1998.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team  
9th Floor  
600 North 19<sup>th</sup> Street  
Birmingham, Alabama 35203

and

General Attorney - COU  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

ALLTEL Communications, Inc.

Industry Relations – CLEC  
One Allied Drive  
P.O. Box 2177  
Little Rock, AR 72203-2177  
(501) 905-8367  
(501) 905-6299 (Fax)

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of

delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

ON FILE  
Signature

Jerry D. Hendrix  
Name

7/30/99  
Date

ALLTEL Communications, Inc.

ON FILE  
Signature

Jeffrey W. Reynolds  
Name

7/28/99  
Date

**EXHIBIT 1**